

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skinny Nutritional Corp.		06/28/2012	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Trim Capital LLC		
Street Address:	7 Times Square c/o Pryor Cashman LLP		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85866843	SKINNY SPARKLING	
CORRESPONDENCE DATA			
Fax Number:	2127986915		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-326-0831		
Email:	jalbrink@pryorcashman.com		
Correspondent Name:	Teresa Lee		
Address Line 1:	7 Times Square c/o Pryor Cashman LLP		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	17648.00003		
NAME OF SUBMITTER:	Muzamil Huq		
Signature:	/mhuq/		
Date:	03/11/2013		

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Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of June 28, 2012, is made by SKINNY NUTRITIONAL CORP., a Nevada corporation ("Grantor"), in favor of TRIM CAPITAL LLC, a Delaware limited liability company (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Securities Purchase Agreement, dated as of even date herewith (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Purchase Agreement"), between the Grantor and the Secured Party, the Secured Party has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in order to induce the Secured Party to enter into the Purchase Agreement and other Transaction Documents and to induce the Secured Party to purchase the Notes as provided for in the Purchase Agreement, the Grantor has agreed to pledge the Collateral to the Secured Party in accordance herewith;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and to induce the Secured Party to enter into the Purchase Agreement and to induce the Secured Party to make its purchase of the Notes issued by the Grantor thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement (the "Security Agreement") dated as of even date herewith between the Secured Party and the Grantor.

Section 2. Grant of Security Interest in Intellectual Property Collateral. (A) The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgages, pledges, assigns, grants and hypothecates to the Secured Party, and grants to the Secured Party a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor whether now owned or hereafter acquired or arising and wherever located (the "Intellectual Property Collateral"):

(a) all of its copyrights and rights under any written agreement granting any right to use copyrights, together with all renewals, reversions and extensions of the foregoing;

(b) all of its patents and rights under any written agreement granting any right to use patents, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use trademarks, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reissues, continuations and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(B) This Intellectual Property Security Agreement and the security interests created hereby secure the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Intellectual Property Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

Section 3. Purchase Agreement & Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with, and in no way limits, the security interest granted to the Secured Party pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein.

Section 4. Authorization to Supplement. If the Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto. The Grantor shall give prompt (and in any event within fifteen (15) Business Days) notice in writing to the Secured Party with respect to any such new patent rights. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule 1 to include any such new patent rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Secured Party's continuing Security Interest in all Collateral, whether or not listed on Schedule 1.

Section 5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 6. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of

which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

SKINNY NUTRITIONAL CORP.

By: 

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

TRIM CAPITAL LLC

By: _____

Name:

Title:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


GRANTOR:

SKINNY NUTRITIONAL CORP.

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

TRIM CAPITAL LLC

By: 
Name:
Title:

Schedule I
to
Intellectual Property Security Agreement
Trademark Registrations/Applications

U.S. MARKS

Reg. No./ Serial No.	Title of Mark	Classes	Filing Date/Registration Date
2,557,075	SKINNY WATER	5, 32	Registered: April 2, 2002
2,657,057	SKINNY TEA	30	Registered: December 3, 2002
2,657,083	SKINNY JUICE	5, 32	Registered: December 3, 2002
2,576,866	DIET WATER	32	Registered: June 4, 2002
2,650,352	SKINNY COLA	32	Registered: November 12, 2002
3,886,580	SKINNY SMOOTHIE	5, 29, 32	Registered: December 7, 2010
3,937,523	SKINNY WATER SPORT	5, 32	Registered: March 29, 2011
3,992,546	0 CALORIES 0 SUGAR 0 SODIUM 0 GUILT	5, 32	Registered: July 12, 2011
3,895,510	SKINNY SNACKS	29, 30	Registered: December 21, 2010
3,860,344	SKINNY SNACKS	30	Registered: October 12, 2010
3,670,365	SKINNYTINIS + Design	32, 33	Registered: August 18, 2009
3,316,575	SKINNY CAPS	5	Registered: October 23, 2007
77/801,214	SKINNY JAVA	5, 32	Filed: August 10, 2009
77/801,227	SKINNY SHAKE	5	Filed: August 10, 2009
85/117,276	SKINNY WATER NATURAL	5, 32	Filed: August 27, 2010
85/118,608	SKINNY WATER CHILL	5, 32	Filed: August 30, 2010

85/351,407	SKINNY ENERGY	32	Filed: June 21, 2011
85/265,963	SKINNY SODA	5, 32	Filed: March 14, 2011
85/299,628	SKINNY RUSH	32	Filed: April 20, 2011
85/416,375	SKINNY FIZZ	32	Filed: September 7, 2011
85/256,885	SKINNY BOTTLE	5, 32	Filed: March 3, 2011
85/266,376	GREAT TASTE. ZERO GUILT.	5, 32	Filed: March 14, 2011
85/416,367	SKINNY BUBBLES	32	Filed: September 7, 2011
77/942,753	SKINNY BAR	5	Filed: February 23, 2010
85/099,251	SKINNY POWDER	5, 32	Filed: August 3, 2010
85/454,072	SKINNY WITH BENEFITS	45	Filed: October 24, 2011
85/265,996	SKINNY SWEET	30	Filed: March 14, 2011
85/432,599	PURE HYDRATION	32	Filed: September 27, 2011
85/432,583	PURE HYDRATION +	32	Filed: September 27, 2011
85/432,572	PURE HYDRATION PLUS	32	Filed: September 27, 2011
85/256,783	LIVE THE SKINNY LIFE	5, 32	Filed: March 3, 2011
85/378,244	SKINNYTINIS	32, 33	Filed: July 22, 2011
85/371,829	SKINNY SPIRITS	33	Filed: July 14, 2011

85/267,066	SKINNY STRIPS	3	Filed: March 15, 2011
85/402,661	SKINNYLICIOUS	32, 45	Filed: August 19, 2011
85/556,758	SKINNY SHOT	5, 32	Filed: February 29, 2012
85/534,436	SKNY	32, 33	Filed: February 6, 2012

FOREIGN MARKS

Reg. No./ Serial No.	Title of Mark	Classes	Filing Date/Registration Date
Canada			
1,496,503	SKINNY WATER	N/A	Filed: September 20, 2010
1,462,487	SKINNY WATER ZERO	N/A	Filed: December 11, 2009
1,540,749	SKINNYTINIS	N/A	Filed: August 17, 2011
1,540,748	SKINNYTINIS + Design	N/A	Filed: August 17, 2011
European Union			
8785883	SKINNY WATER ZERO	5, 32	Registered: July 9, 2010
9388224	SKINNY WATER SPORT	5, 32	Registered: February 25, 2011
10160554	SKINNYTINIS + Design	32, 33	Registered: December 8, 2011
10160521	SKINNYTINIS	32, 33	Registered: December 8, 2011
International Registrations			
857352	SKINNY WATER (Designated countries: Australia, Bulgaria, China, Egypt, European Community, Syria)	5, 32	Registered: January 31, 2005
1039265	SKINNY WATER (Designated countries: Georgia, Republic of Korea, Norway)	5, 32	Registered: May 10, 2010
Mexico			
1,063,795	SKINNY WATER	32	Registered: September 30, 2008

1,119,905	SKINNY WATER	29	Registered: September 9, 2009
1,165,026	SKINNY WATER ZERO	5	Registered: June 22, 2010
1,202,946	SKINNY WATER ZERO	32	Registered: February 22, 2011